

WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION
Food and Nutrition Services
Child and Adult Care Food Program

Guidance Memorandum 13A - For Child and Adult Care Food Program Sponsoring Organizations and Independent Centers (Adult Care Component)

Topic: Purchase of Meals

Date: October 2008

In accordance with CACFP regulations, adult care agencies may choose to purchase meals from vendors such as public or private schools, other adult care centers, restaurants, nursing homes, hospitals or food service management companies. Specific procedures and contracts are used when negotiating the purchase of these meals to ensure

- open and free competition in the purchase of products or services,
- that the agency receives the best product or service at the lowest price, and
- CACFP meal pattern requirements for components and amounts are met.

The adult care institutions have the responsibility of insuring that CACFP regulations are met when meals are provided by an outside source. The vendor is responsible for maintaining production records showing the quantity of food prepared and/or delivery records showing amounts of food supplied daily in accordance with the negotiated agreement and the requirements listed in *Guidance Memorandum 9A and 12A*.

During a program review by DPI consultants, agencies that purchase meals from a vendor must be prepared to show how they monitor the delivered meals to ensure they are receiving the required quantities of food from the vendor. For example, routinely examining vendor's production records, requesting CN label information or comparable manufacturer's information for commercially prepared combination items like chicken nuggets and fish sticks, verifying size and number of portions received, etc.

Federal procurement requirements are specified in *Guidance Memorandum 4: Procurement Requirements for the Purchase of Food, Supplies, and Services*. The procurement practices required for the purchase of meals from a vendor are summarized on page 4 of *Guidance Memorandum 4*.

Two documents included in this guidance memorandum will assist the sponsoring organization and the vendor to meet the CACFP requirements. This information should be given to prospective vendors and discussed prior to the signing of an agreement.

- **VENDOR AGREEMENT TO PROVIDE MEALS/SNACKS** is used to specify details of the arrangement to provide meals and/or snacks and to hold each party responsible for their respective parts of the agreement. The agreed upon price for services to be rendered must be delineated by meal type.
- **ATTACHMENT A** shows current CACFP meal pattern requirements for adults. It must be part of the signed vendor agreement.

If the total cost of the meals/snacks to be purchased per year is estimated to be less than \$100,000, complete a record sheet showing that at least three different possible vendors were contacted in an attempt to obtain a bid. See page 8 of this Guidance Memorandum for a sample Record of Vendors contacted that can be used to document these contacts. A copy of the record of contacts must be submitted to the Department of Public Instruction (DPI)/Community Nutrition Team, along with the completed, signed agreement whenever a new vendor contract is executed. It is not necessary to obtain competitive price quotations from three vendors when meals are purchased from a public or private nonprofit school. Furthermore, it is not necessary to obtain competitive price quotations from three vendors when an existing contract is renewed or updated for an additional period of time. All contracts to purchase meals must be current by clearly showing the most recently agreed upon prices and services as well as a specified beginning and ending date.

If the total cost of the meals/snacks for a year is projected to be \$100,000 or more, the procurement procedures for either a Request for Proposal (RFP) or an Invitation to Bid (ITB) outlined in *Guidance Memorandum 4: Procurement Requirements for the Purchase of Food, Supplies, and Services*, must be followed.

**CHILD AND ADULT CARE FOOD PROGRAM
(Adult Care Component)
VENDOR AGREEMENT TO PROVIDE MEALS/SNACKS**

This agreement is executed between: _____ and
(Name of Vendor)

(Adult Care Facility)

Whereas the facilities of _____
(Name of Vendor)

agree to operate in accordance with the Child and Adult Care Food Program (CACFP) regulations 7 C.F.R. 226. This includes that the facility is adequate to prepare the required number of meals and snacks; has a current federal, state or local health certification; and adheres to the health and sanitation requirements.

(Name of Vendor)

agrees to supply the following meals to _____
(Adult Care Facility)

located at: _____
(Adult Care Facility Location)

A. Check all that apply: ☐ Breakfast ☐ Snack ☐ Lunch ☐ Supper

B. These meals/snacks will be delivered: ☐ Unitized (individual packaged meals) ☐ Non-unitized

C. The portion sizes and components for the meals and snacks will be provided in accordance with current meal and snack pattern guidelines established by the United States Department of Agriculture and required under the Child and Adult Care Food Program. Documentation including delivery slips, production records, Child Nutrition (CN) labels, and other documentation that demonstrates meal pattern compliance will be provided to the center on request. Refer to Attachment A for the meal pattern for adults.

D. Meals/snacks shall be delivered/picked up by _____
(Indicate "delivered" or "picked up") (Specify Vendor or Adult Care Facility)

at _____.
(Specify Time)

E. _____ will provide proper containers
(Specify Vendor or Adult Care Facility)

to maintain safe temperatures of food and milk while in transit.

F. The number of meals to be supplied will be _____. The number of meals may be increased or decreased

_____ by _____.
(How frequently) (Specify the time and date as well as method for adjusting orders)

G. The price of meals shall be:	Breakfast	\$ _____	each
	Snack	\$ _____	each
	Lunch	\$ _____	each
	Supper	\$ _____	each

(OVER)

H. The _____
(Adult Care Facility)

will not pay _____
(Name of vendor)

for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements for the CACFP.

IN FURTHER AGREEMENT _____, pursuant to
(Name of Vendor)

the provisions of the Child and Adult Care Food Program Regulations, will assure that said meals and snacks meet the minimum requirements for nutritive value and content, and will maintain full and accurate records that the Adult Care Facility will need to meet its responsibility, including the following:

1. Menu Records:

Daily menu records and daily production records listing the total amount of food prepared, and/or daily delivery records listing amounts of food supplied must be maintained.

2. Meal Billing:

A bill including the total number of meals and snacks supplied by type and total charge must be reported to the Adult Care Facility promptly at the end of each month.

Retain the meal service records specified above for a period of three (3) years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved. Upon request, make all accounts and records pertaining to the program available to representatives of the State of Wisconsin Department of Public Instruction, United States Department of Agriculture and the federal General Accounting Office for audit or administrative review at a reasonable time and place.

IN THE EVENT the vendor is receiving Federal assistance under the Child and Adult Care Food Program, National School Lunch Program, School Breakfast Program, Special Milk Program or Summer Food Service Program, or is receiving donated commodities, the following paragraph shall be considered a part of this Agreement.

Payments made to the vendor under this Agreement shall be deposited into its non-profit food service account and all expenditures made by the vendor in connection with this Agreement shall be paid from such account.

THIS AGREEMENT shall be effective as of _____ until _____.
It may be terminated by notice in writing given by either party to the other at least thirty (30) days prior to the date of termination. The following parties have executed this Agreement, effective the month, day and year specified above.

(Vendor Representative)

(Adult Care Facility's CACFP Authorized Representative)

(Title)

(Title)

(Date)

(Date)

ATTACHMENT A

MEAL PATTERN (Adult Day Care Centers Only)

Breakfast

Food Components	Adult Participants
Milk	
Milk, Fluid.....	1 cup ¹
Vegetable and Fruits	
Vegetable(s) and/or fruits.....	1/2 cup
OR	
Full-strength vegetable or fruit juice or an equivalent of any combination of vegetable(s), fruit(s), and juice	1/2 cup
Grains/Breads²	
(must be whole grain or enriched)	
Bread.....	2 slices (servings)
OR	
Cornbread, biscuits, rolls, muffins, etc ³	2 servings
OR	
Cold dry cereal ⁴	1 1/2 cups or 2oz.
OR	
Cooked cereal.....	1 cup
OR	
Cooked pasta or noodle product.....	1 cup
OR	
Cooked cereal grains or an equivalent quantity of any combination of grains/breads.....	1 cup

¹ For the purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

² Bread, pasta or noodle products, and cereal grains, shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

³ Serving size and equivalents to be published in guidance materials by FNS.

⁴ Either volume (cup) or weight (oz.), whichever is less.

If the adult day care center elects to implement the “offer versus serve” provision, adult participants may decline **one of the four** food items (one serving of milk, one serving of vegetable and/or fruit, and two servings of grains/breads) required at breakfast.

ATTACHMENT A: MEAL PATTERN (Adult Day Care Centers Only)

Lunch/Supper

Food Components	Adult Participants
Milk	
Milk, Fluid (<i>optional for supper</i>).....	1 cup ¹
Vegetables and Fruits²	
Vegetable(s) and/or fruits.....	1 cup total
Grains/Breads³	
(must be whole grain or enriched)	
Bread	2 slices (servings)
OR	
Cornbread, biscuits, rolls, muffins, etc ⁴	2 servings
OR	
Cooked pasta or noodle products.....	1 cup
OR	
Cooked cereal grains or an equivalent quantity of any combination of grains/breads.....	1 cup
Meat and Meat Alternate	
Lean meat or poultry or fish ⁵	2 oz.
OR	
Alternate protein products ⁶	2 oz.
OR	
Cheese.....	2 oz.
OR	
Yogurt, plain or flavored, unsweetened or sweetened.....	8 oz. or 1 cup
OR	
Eggs.....	1 egg
(large) ⁷	
OR	
Cooked dry beans or peas.....	1/2 cup
OR	
Peanut butter or soynut butter or other nut or seed butters	4 Tbsp.
OR	
Peanuts or soynuts or tree nuts or seeds ⁸	1 oz. ⁹ = 50%
OR	
An equivalent quantity of any combination of meat/meat alternates.	

¹ For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

² Serve two or more kinds of vegetable(s) and/or fruit(s). Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

³ Bread, pasta or noodle products, and cereal grains, shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Edible portion as served.

⁶ Alternate protein products may be used as an acceptable meat alternate. Such products must meet the requirements as listed in appendix A of this guidance memorandum.

⁷ One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

⁸ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

⁹ No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purposes of determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry or fish.

When implementing the “offer versus serve” provision, adult participants may decline: **two of the six** food items (one serving of milk, two servings of vegetable and/or fruit, two servings of grains/breads, and one serving of meat or meat alternate) required at lunch; **two of the five** food items (two servings of vegetable and/or fruit, two servings of grains/breads, and one serving of meat or meat alternate) required at supper.

MEAL PATTERN (Adult Day Care Centers Only)

Supplement

Food Components	Adult Participants
Milk , Fluid.....	1 cup ¹
Vegetables and Fruits	
Vegetable(s) and/or fruits.....	1/2 cup
OR	
Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice ²	1/2 cup
Grains/Breads ³	
Bread	1 slice (serving)
OR	
Cornbread, biscuits, rolls, muffins, etc ⁴	1 serving
OR	
Cold dry cereal ⁵	3/4 cup or 1 oz.
OR	
Cooked pasta or noodle product	1/2 cup
OR	
Cooked cereal or grains or an equivalent quantity of any combination of grains/breads.....	1/2 cup
Meat and Meat Alternate	
Lean meat or poultry or fish ⁶	1 oz.
OR	
Alternate protein products ⁷	1 oz.
OR	
Cheese	1 oz.
OR	
Eggs (large) ⁸	½ egg
OR	
Cooked dry beans or peas	¼ cup
OR	
Peanut butter or soynut butter or other nut or seed butters	2 Tbsp.
OR	
Peanuts or soynuts or tree nuts or seeds ⁹	1 oz.
OR	
Yogurt, plain or flavored, unsweetened or sweetened	4 oz. or 1/2 cup
OR	
An equivalent quantity of any combination of meat/meat alternates.	

¹ For purposes of the requirements outlined in this subsection, a cup means a standard measuring cup.

² Juice may not be served when milk is the only other supplement (snack) component.

³ Bread, pasta or noodle products, and cereal grains, shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole-grain or enriched meal or flour; cereal shall be whole-grain or enriched or fortified.

⁴ Serving size and equivalents to be published in guidance materials by FNS.

⁵ Either volume (cup) or weight (oz.), whichever is less.

⁶ Edible portion as served.

⁷ Alternate protein products may be used as acceptable meat alternates. These products must meet the requirements as listed in Appendix A of this guidance memorandum.

⁸ One half egg meets the required minimum amount (one-ounce or less) of meat alternate.

⁹ Tree nuts and seeds that may be used as meat alternates are listed in program guidance.

For a reimbursable snack, adult participants must be served **any two of the four** required snack food items (one serving of milk, one serving of vegetable and/or fruit, one serving of grains/breads, and one serving of meat or meat alternate).

Appendix A

Alternate Protein Products

A. What are the criteria for alternate protein products used in the Child and Adult Care Food Program?

1. An alternate protein product used in meals planned under the provisions in Sec. 226.20 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).
 - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. through c of this appendix.
 - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
 - f. For an alternate protein product mix, manufacturers should provide information on:
 - (1) The amount by weight of dry alternate protein product in the package;
 - (2) Hydration instructions; and
 - (3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the Child and Adult Care Food Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 226.20.
2. The following terms and conditions apply:
 - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
 - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How are commercially prepared products used in the Child and Adult Care Food Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

ATTACHMENT B

**CHILD AND ADULT CARE FOOD PROGRAM
RECORD OF VENDOR CONTACTED (Under \$100,000)**

Name of Vendor	Date of Contact	Specifications (menu, delivery, packaging, time period, number of meals, etc.)	Bid Price	Bid Accepted
1.				
2.				
3.				